

NIH POLICY MANUAL

2300-334-1 - ASSIGNMENTS UNDER THE INTERGOVERNMENTAL PERSONNEL ACT (IPA)

Issuing Office: OD/HR Bethesda Center, 301-435-6789

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1. **Explanation of Material Submitted:** This Chapter outlines Bethesda Center procedures to be used in governing mobility assignments between Federal agencies and non-Federal entities.
2. **Filing Instructions:**

Remove: NIH Manual 2300-334-1, dated 9/25/98

Insert: NIH Manual 2300-334-1, dated 11/01/03

PLEASE NOTE: For more information on:

- Content of this chapter, contact the issuing office listed above.
 - NIH Manual System, contact the Division of Management Services, OMA on 496-2832, or enter this URL:
<http://www1.od.nih.gov/oma/manualchapters>.
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A. Purpose:

The Intergovernmental Personnel Act (IPA) Mobility Program enables the temporary exchange of skilled employees between NIH components and state or local governments; institutions of higher education; Federally Funded Research and Development Centers; and other eligible organizations. The Program provides this exchange 1) to assist in the transfer and use of new technologies, and 2) to provide program and developmental experience that will enhance the activities of the IPA assignee upon return to his/her regular work.

B. Legal Authority/References:

1. Executive Order 11589 of April 1, 1971, The Intergovernmental Personnel Act of 1970
2. 5 U.S. Code, Chapter 33, Subchapter VI, Section 3371-3376, Assignments To and From States
3. 5 CFR Part 334, Temporary Assignment of Employees Between Federal Agencies and State, and Local, and Indian Tribal Governments, Institutions of Higher Education, and other Eligible Organizations

4. HHS Instruction 334-1, Temporary Assignments of Personnel under the Intergovernmental Personnel Act of 1970 dated 3/7/96
5. Federal Register, Volume 62, No. 82, Part 334 (amended), Final Regulation, dated April 29, 1997.
6. HHS Travel Manual Chapter 10-00, 2003.

C. Policy:

The NIH encourages and supports the temporary assignment of personnel between NIH components and other qualified institutions under the Intergovernmental Personnel Act (IPA) Mobility Program when the assignment is for work of mutual concern and benefit to NIH and the institution. The NIH goal is to enable feasible and convenient exchange of skilled personnel between institutions when it serves sound public policy. Assignments whereby employees gain experience and knowledge that will improve subsequent effectiveness in their regular work are appropriate. The temporary assignment of NIH employees to outside organizations and institutions provides experience in and knowledge of the assignment environment and gives the receiving organization the benefit of the competencies and experience from the perspective of the NIH employee. By accepting employees from other organizations on temporary assignment, NIH is able to: assist in the transfer and use of new technologies; attract and use difficult to obtain talent; give valued experience that will increase the assignee's and the home institution's future effectiveness when dealing with NIH; and strengthen both organizations' resources. Assignments solely for training are not permitted.

D. Definitions:

1. **Employee:** an individual serving in a Federal agency under a career or career-conditional appointment, including career appointees in the Senior Executive Service (SES), individuals under appointments of equivalent tenure in the excepted service, and Presidential Management Interns; or an individual employed for at least 90 days in a career position with a state, local, or Indian tribal government, institution of higher education, or other eligible organization.
2. **State or local government:** a State of the United States at any level including the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, other territories and possessions of the United States; any instrumentality or authority of a State; any political subdivision; any general or special purpose agency; and any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as described in the Alaska Native Claims Settlement Act.
3. **Institutions of higher education:** an accredited U.S. public or private college or university, or technical institution of higher learning.

4. **Other organizations:** a national, regional, state-wide, or metropolitan organization representing member State or local governments; an association of State or local public officials; or a nonprofit organization that has as one of its principal functions the offering of professional advisory, research, educational, development, or related services to governments or universities concerned with public management.
5. **Federally Funded Research and Development Centers (FFRDC):** the specific organizations that were established to meet the particular research and development needs of any Federal agency as identified by the National Science Foundation (NSF). A master list of FFRDC organizations may be viewed at the following URL:
<http://www.nsf.gov/sbe/srs/nsf03308/start.htm>
6. **Certifications of eligibility for "other organizations":** organizations that submit documentation as required in paragraph G below and are determined to be eligible for participation in an IPA mobility assignment. A list of NIH certified organizations may be viewed at the following URL: <http://hr.od.nih.gov/employment/IPA/ipa-orgs.htm>.

E. Coverage:

Program participation is opened to:

- career or career-conditional employees of Federal agencies;
- career Senior Executive Service (SES) employees;
- employees under equivalent excepted service appointments;
- Presidential Management Interns; and
- individuals employed for at least 90 days in career positions with eligible non-Federal organizations.

Individuals excluded from participating in the IPA Mobility Program include:

- Federal, State, or local government employees serving under non-career, limited term, or an employee in a position that has been excepted from competitive service by reason of its confidential, policy making, policy determining, or policy advocating character;
- Individuals employed for less than 90 days in a career position with a State, local, or Indian tribal government, institution of higher education, or other eligible organization;
- Members of the uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration;
- Elected Federal, State or local government officials;
- Students of universities employed in research, graduate teaching assistants and similar temporary positions; and
- Students and employees from foreign universities.

F. Responsibilities:

1. The Human Resources Bethesda Center is responsible for: interpreting the provisions of the Intergovernmental Personnel Act; developing NIH policy; disseminating information and instructions to NIH management and human resource officials; certifying "other organizations"; and providing Program oversight and evaluation.
2. The Office of Financial Management (OFM), NIH is responsible for: providing assistance in making necessary financial arrangements; providing information related to travel and transportation entitlements; and ensuring that the financial arrangements stated in the assignment agreement are upheld.
3. Institute and Center (IC) Directors and their designated authorizing officials are responsible for: promoting the use of the IPA assignments; identifying assignments that are of mutual benefit to NIH and the institution; assuring that outside organizations are certified; conducting negotiations with the institution; approving assignment agreements; notifying OFM of early termination of assignments; and assuring that their IC adheres to the Program policies and procedures.
4. The Director, NIH (or his/her designee) is responsible for approving assignment agreements where the NIH base salary amount is greater than the rate of GS-15/10 (\$124,783); recommending action by the Secretary, HHS where the NIH base salary amount is greater than \$200,000 per annum; and, recommending action by the Secretary, HHS to assign NIH employees to organizations outside HHS.
5. The Secretary, HHS retains authority to assign employees outside HHS.

G. Certification of "Other Organizations":

Federal agencies may certify (5 CFR 334.103) non-Federal organizations as eligible to participate as an "other organization." Certification decisions must be obtained, prior to entering into an IPA agreement. An organization certified after May 29, 1997, has permanent eligibility and may participate in the IPA Mobility Program in any Federal agency. Office of Personnel Management (OPM) certifications issued prior to May 29, 1997, are void.

A list of NIH certified organizations may be viewed at the following URL:
<http://hr.od.nih.gov/employment/IPA/ipa-orgs.htm>.

How To Obtain Certification: Requests for NIH certification to participate in the IPA Mobility Program must be accompanied by the following:

- Articles of Incorporation;
- Bylaws;
- Internal Revenue Service nonprofit statement; and
- any other information describing the organization's activities as they relate to professional advisory, research, educational, or development services or similar services to governments or universities; and/or,

- a copy of a previously issued certification, signed and dated by an authorized official of the certifying Federal agency.

Please submit all certification requests to:

HR Bethesda Center
Client Services Division/Special Programs Team
National Institutes of Health
Building. 31, Room 4B62
Bethesda, Maryland 20892

Inquiries regarding certification should be directed to Wanda R. Darwin, IPA Program Manager, (301) 435-6789.

Non-certification Decisions

Organizations may request reconsideration of a decision denying certification to participate in the NIH IPA Mobility Program by directing a written request for reconsideration to the above address. If the non-certification decision is confirmed, the organization may appeal an NIH decision to deny certification in writing to:

United States Office of Personnel Management
Attn: Tony Ryan
1900 E Street, NW
Washington, DC 20415-0001

H. Assigning Employees:

IPA Mobility Program assignments may be made by detail or appointment. The IC Director or his/her designee is responsible for ensuring that all IPA assignment agreements meet the requirements of this issuance and are prepared and approved prior to sending an NIH employee to a non-Federal organization or allowing a non-Federal employee to begin an NIH IPA. A copy of each agreement shall be on file in the IC. Appendices 1 and 2 of this issuance provide a quick reference guide for provisions associated with the detail and/or appointment of employees of NIH and of non-Federal organizations. Appendix 5 provides a checklist for use in determining assignment eligibility.

1. Assigning NIH Employees to Non-Federal Organizations

- **By Detail:** NIH employees on an IPA detail continue to occupy their positions of record and retain all Federal entitlements. The detailed employee continues to receive his/her salary from the IC. The non-Federal organization may reimburse the IC for all or any part of the employee's travel and transportation expenses, salary, and benefits. The detail is creditable service for within-grade-increases, qualifying experience, retirement, etc.

- **By Appointment:** NIH employees may request and be placed on leave-without-pay (LWOP) in order to receive formal appointments in the non-Federal organization to which assigned. He/she remains a Federal employee and retains the rights and benefits associated with that status. The IC continues to pay the employer share of benefit costs (these costs may be reimbursed in whole or part by the non-Federal organization). If the rate of pay authorized by the non-Federal organization is less than the Federal salary, the employee may receive supplemental salary payments from the IC. An NIH employee may receive a supplemental salary from the non-Federal organization only when the assigned position has an established and documented higher rate of pay than the employee's Federal salary.

2. Assigning Non-Federal Employees to the NIH

- **By Detail:** Non-Federal employees detailed to the NIH remain employees of the outside organization. They are not considered employees of the NIH and may only serve in an advisory capacity, a consultative capacity, or a staff assignment. They may provide day-to-day supervision of work. However, they may not sign documents implementing or administering line management delegated authorities, such as grants, contracts, policies or human resources issues. They may not serve as "official supervisors" of federal employees. The exercise of delegated authorities is reserved to Federal government employees only. Detailees are paid by the non-Federal organization and are not entitled to Federal pay. The IC may reimburse the employer; however, reimbursement may not be made for administrative costs of the assignment nor to offset tuition costs for children. Outside earnings may not be reimbursed, unless the assignee's regular tour of duty in the non-Federal organization included consulting time that cannot be continued due to the IPA assignment.
- **By Appointment:** Non-Federal employees may be appointed in the excepted service under 5 USC 3374 (a)(1) to established positions at the NIH. Appointees may serve in line management positions. Although they remain employees of the non-Federal organization while a participant in the IPA Program, their employing organization must carry them in a leave-without-pay or similar non-duty status during the term of their IPA appointment. Appointees are paid at the level authorized for the position to which they are appointed and are

entitled to the same comparability allowances and differentials available to Federal employees. They are NIH employees for all purposes except entitlement to coverage under the Federal Employees Retirement System (FERS), Federal Employees' Group Life Insurance (FEGLI), and Federal Employees Health Benefits Program (FEHBP).

Exception: A non-Federal appointee may be enrolled in the (FEHBP) if his/her non-Federal coverage is lost as a result of the IPA assignment.

I. Length of Assignments:

Initial assignments may be made for up to 2 years. Extensions may be granted for up to 2 additional years. Assignees who have served for four continuous years may not be sent on another assignment without at least a 12-month return to duty. Successive assignments without a break of at least 60 calendar days are regarded as continuous.

Obligated Service

Federal employees must serve for a period equal to the length of the IPA assignment upon completion of the IPA and return to their Federal employer. Employees who fail to complete this obligated service are subject to reimbursement penalties equal to the Federal agency costs (except salary and benefits) of the assignment. However, waiver of this reimbursement may be granted by the Director, HR Bethesda Center, for good and sufficient reason.

A Federal employee may not serve on an IPA assignment more than a total of 6 years during his/her Federal career (see [Appendix 1](#) and [Appendix 2](#) for additional information). However, the 6-year limitation does not apply to assignees from non-Federal organizations. The length of assignment to Indian tribes or tribal organizations may be extended when it is determined that the extension will continue to benefit both parties.

Work Schedules: IPAs may be intermittent, part-time, or full-time. Assignees may observe official holidays declared by the organization to which they are assigned.

J. Arranging an Assignment:

IPA agreements are negotiated by the IC Director (or his/her designee) and an official with comparable authority on behalf of the outside organization. IPA assignments are management initiated and must be implemented by a written agreement. All cost sharing and other arrangements related to the original assignment should be documented on the HHS - OF-69 (see Appendix 3). Extension of the assignment period and modification to the agreement must be documented on the agreement form, HHS - OF-69 or extension form (Appendix 4).

Benefits and Cost Analyses: The mutual benefits to the NIH and the non-Federal organization are the primary considerations in initiating assignments. These benefits may be assessed relevant to achieving the overall assignment objectives, the associated costs; and the service obligations. The assignment is voluntary and must be agreed to by the employee. Generally, cost-sharing arrangements associated with the IPA assignment should be based on the extent to which the IC and the participating organization benefit from the assignment. The IC may agree to pay all, some, or none of the costs. The larger share of the costs should be absorbed by the organization that benefits most from the assignment. When the IC chooses to pay costs in excess of the benefits to the NIH, the rationale must be fully documented and becomes a part of the official file. Costs may include employee pay, fringe benefits (except employer contributions, tuition credit and family member benefits), relocation costs, and travel and per diem expenses. There is no maximum payable salary associated with cost sharing.

When developing an assignment that involves the movement of a non-Federal employee to NIH, the Agreement should specify that at the end of the assignment the employee would be expected to return to their non-Federal employer. (See [Section N](#) for additional requirements on termination of IPA assignments.)

K. Travel, Relocation, and Per Diem:

Post-of-duty: To facilitate arrival at the initial assignment, an IC may pay travel expenses, limited relocation or per diem allowances for Federal or non-Federal employees as authorized in the Federal Travel Regulation, (41 CFR Chapters 301-304). To facilitate transportation and related travel expenses, an IC may elect to pay per diem allowances or relocation expenses (exclusive of real estate transactions), but may not pay both. (See HHS Travel Manual Chapter 10-00). Limited relocation expenses may include coverage for immediate family members. Per diem allowance is restricted to the assignee. The employee must sign a service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or relocation expenses. Per diem rates decline after the first 30 calendar days of coverage. Per diem amounts in the second year and beyond are taxable benefits to the assignee. If the per diem method is authorized and the IPA is extended, the per diem rate in effect in the original agreement remains in effect during the extension. Therefore, preference should be given to paying relocation expenses for initial assignments in excess of one year.

The Agreement should state clearly that where an employee is paid allowable travel, relocation, and per diem expenses, he/she must complete the entire period of the assignment or one year, whichever is shorter, or otherwise reimburse the NIH for those expenses. Agreements for Federal employees must state clearly that the assignee is obligated to return to the Federal service for a time equal to the length of the assignment or be liable for all assignment associated expenses (except salary and benefits).

Business-Temporary Duty (TDY): To conduct official activities associated with the IPA assignment away from the IPA assignment duty station, travel and per diem related costs may be approved, provided that the destination is not back to the employment origin. Estimates of these amounts may be identified in the IPA agreement. Obligations may be authorized via official government travel orders that are specific to each trip. For federal employees on assignment to a non-federal organization, official government travel orders must be approved prior to departure for each trip. Expenses may be obligated via the travel order or the outside organization may authorize and pay for the trip and invoice reimbursement from the NIH.

L. Approval and Distribution of Agreements:

Prior to beginning an IPA assignment, a fully completed IPA agreement, extension, and/or modification (HHS- OF-69) must be signed by:

- the assignee,
- the non-Federal organization, supervisor, administrative representative, and
- approving Federal official.

Please distribute approved IPA agreements as follows:

- Forward the original assignment agreement, extensions, and modifications, within 5 working days of approval, to the Office of Financial Management (OFM), Building 31, Room B1-B05.
- Forward two (2) completed copies of the initial agreement and all extensions and modifications to the HR-Bethesda Center, Client Services Division, Special Programs Team, Building 31, Room 4B62, for post audit review, prior to the effective date or not more than 5 days after approval of the IPA agreement.
- Provide one (1) copy to the assignee
- Provide one (1) copy to the outside organization
- Retain a copy of each agreement within the IC

M. Changes/Modification in Assignment:

All significant changes in an employee's duties, responsibilities, salary, work assignment location or supervisory relationships must be documented as a modification to the original agreement with approval and distribution as described in Section L above. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification, provided that the approved agreement indicates acceptance of these expectations. (See Form HHS- OF-69, Part 8, Item 24). **However, if such increases should result in total compensation in excess of the delegated approval threshold, then the higher level of approval and procedures outlined in Section L above must be followed.**

N. Termination of Assignment:

An assignment may be terminated at any time at the option of the Federal or non-Federal organization or the assignee. A written 30-day notice (including the reason(s) for the termination) must be given to all parties involved when terminating an agreement before the original completion date. All notifications of early termination of assignment must be forwarded to OFM, Building 31, Room B1-B05 within ten (10) working days of receipt to avoid overpayment of funds.

An IPA assignment must be terminated immediately when the assignee is no longer employed by his or her original employer, regardless of whether the assignment is a detail or an appointment.

O. Standards of Conduct and Conflict-of-Interest Provisions:

A non-Federal employee on assignment to a Federal agency, whether by appointment or detail, is subject to the criminal conflict of interest statutes (18 U.S.C. §§ 203, 205, 207- 209), the non-criminal conduct provisions covering loyalty and striking, alcohol and drug abuse, gifts to superiors, gifts from prohibited sources, foreign gifts and decorations, and political activities (5 U.S.C. Chapter 73) as well as the Ethics in Government Act of 1978 (Public Law 95-521), Ethics Reform Act of 1989 (Public Law 101-194) which may require the assignee to file a public or confidential financial disclosure report. An IPA who is appointed rather than detailed is an employee of the Federal agency and is subject to the government-wide Standards of Ethical Conduct for Employees of the Executive Branch (5 C.F.R. Part 2635) and the Supplemental Standards of Ethical Conduct for Employees of the Department of Health and Human Services (5 C.F.R. Part 5501). When in doubt about whether an action violates one of these provisions, assignees should consult their supervisor, Deputy Ethics Counselor (DEC), Ethics Coordinator (<http://ethics.od.noh.gov>), or other designated contacts.

A Federal employee on an IPA assignment, whether on detail or appointment while on leave-without-pay, is not exempt from conflict of interest or Hatch Act statutes. Further, the employee may not act as an agent or attorney (other than as specifically authorized in the IPA agreement) on behalf of the non-Federal organization in any matter in which the Federal government is a party or has a direct and/or substantial interest.

Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided they meet the notification requirements of the Indian Self-Determination and Educational Assistance Act.

P. Management Controls:

The purpose of this manual issuance is to provide guidance on the use of NIH policies and procedures related to the temporary assignment of employees between NIH and a state or local government. institution of higher education.

Federally Funded Research and Development Centers, and/or other eligible organizations under the Intergovernmental Personnel Act Mobility Program.

1. The HR Bethesda Center, Client Services Division, Special Programs Team (SPT) maintains oversight of the IPA Mobility Program through post-audit review of initial agreements, modifications, and extension of agreements.
2. A report of prior fiscal year activities is prepared by the SPT and distributed through the Office of the Secretary, HHS to the U.S. Office of Personnel Management.
3. Periodic Management Control Reviews (MCR) of the IPA authority will be conducted every 3 years and will be led by the HR Bethesda Center.
4. Issues identified by post-audit reviews will be provided to the IC for corrective action. Repetitive issues that are identified will be brought to the attention of the Director, HR Bethesda Center. Depending on the nature and extent of the concerns, additional review, policy guidance and/or training may be pursued.
5. The report of the findings of the MCR will be provided to the Director of Human Resources Bethesda Center, Director, NIH and IC Directors.

Q. Records Retention and Disposal:

All records (e-mail and non-e-mail) pertaining to this chapter must be retained and disposed of under the authority of NIH Manual [1743](#), "Keeping and Destroying Records," Appendix 1, NIH Records Control Schedule, Item 2300-293-1.

NIH e-mail messages: NIH e-mail messages (including Appendices that are created on NIH computer systems or transmitted over NIH networks) that are evidence of the activities of NIH or have informational value are considered Federal records. These records must be maintained in accordance with current NIH Records Management guidelines. If necessary, back up file capability should be created for this purpose.

All e-mail messages are considered Government property, and if requested for a legitimate government purpose, must be provided to the requester. Employees' supervisors, NIH staff conducting official reviews or investigations, and the Office of the Inspector General may request access to or copies of e-mail messages. E-mail messages must also be provided to Congressional Oversight Committees, if requested, and are subject to Freedom of Information Act requests. Since most e-mail systems have back-up files that are sometimes retained for significant periods of time, e-mail messages and Appendices are likely to be retrievable from a backup file after they have been deleted from an individual's computer. The backup files are subject to the same requests as the original message. Contact your IC Records Officer for additional information on e-mail records retention and disposal.

Appendix 1. Assignment of NIH Employees to Non-Federal Organizations:

ASSIGNMENT OF NIH EMPLOYEES TO NON-FEDERAL ORGANIZATIONS

PROVISIONS	EMPLOYEES ON DETAIL	EMPLOYEES ON LEAVE WITHOUT PAY
<p>1. Status</p>	<p>Employees on IPA assignments are still Federal employees and are eligible to receive or be affected by all personnel actions that would normally apply to employees or their positions (i.e. reclassification, transfer of function, reassignment, within-grade-increases, promotion, rights, seniority, etc.)</p> <p>Upon completion of the assignment, the employee is returned to his/her original position or reassigned to a position of equivalent or higher grade and salary.</p>	<p>Employee is appointed to outside organization. Eligible to receive or be affected by all personnel actions that would normally apply to Federal employees or their positions (i.e. reclassification, transfer of function, reassignment, within-grade-increases, promotion, rights, seniority, etc.)</p> <p>Upon completion of the assignment, the employee is returned to his/her original position or to a position of equivalent grade and pay.</p>
<p>2. Length of Assignment</p>	<p>Initial assignment for up to 2 years with extension for up to 2 additional years. After 4 continuous years, employee must return to NIH for 12 months. Total IPA assignments may not exceed six (6) years throughout the employee's Federal career. Exception: Assignments to Indian tribes or tribal organizations may be extended to any length of time where it is determined that the assignment is beneficial to both organizations.</p>	
<p>3. Work Schedules</p>	<p>Tour of duty will be determined by the non-Federal organization. Overtime allowed under Federal law may be worked and compensated if approved by IC supervisor. The</p>	<p>The non-Federal organization will determine the employee's workweek, hours of duty, and the holiday entitlement.</p>

	<p>employee will either be excused from duty on all Federal holidays without charge to leave or receive holiday premium pay for work performed. May be excused from duty by organization on State or local non-Federal holidays without charge to leave, but will not be entitled to premium pay if required to work on these days.</p>	
<p>4. Leave</p>	<p>Accrual and use of sick and annual leave follows Federal regulations. Absence from duty with the outside organization is charged against the appropriate leave category. The 240-hour and 720 hour annual leave carryover limit remain in effect for non-SES and SES respectively.</p>	<p>Entitled to earn sick and annual leave as if the employee had continued in a regular Federal position. Annual and sick leave follows Federal regulations. Balances are transferable both to and from the assignment within the prescribed carryover limits.</p>
<p>5. Pay – By NIH</p>	<p>IC will continue to pay basic salary and allowances (including locality pay, special salary rate, cost-of living allowance, etc.) during the assignment. Physician’s special pay (PSP) may continue if the non-Federal assignment meets the provisions of the authority. However, discretionary allowances (e.g. physicians comparability allowance (PCA) and retention allowance) will be discontinued. The permanent duty station should be used</p>	<p>No salary is paid by IC. Exception: When the salary from the non-Federal organization is less than the employee’s Federal rate of pay, a supplemental salary must be paid by the IC. The cost of the supplemental salary may vary during the assignment depending on comparability increases, locality rate and WIG</p>

	for payment of temporary duty travel and relocation allowances. In no case can an employee earn less basic salary and allowance while on assignment.	increases, etc. The assignment agreement may provide for reimbursement to the IC for the cost of supplemental pay.
5. Pay -- By Outside Organization	May not receive pay from outside organization. Exception: A supplementary salary may be paid by the outside organization if the assigned position has an established higher rate of pay than the NIH salary. By agreement the organization may reimburse NIH for all or any part of the employee's salary and benefits.	Salary paid by the outside organization may be more than the employee's Federal salary. Overtime pay is paid by the outside organization.
6. Employee Benefits	Employee continues to pay into and receive all benefits (i.e., health and life insurance, retirement, etc.). Coverage under the Federal Employees Compensation Act continues. The Federal Tort Claims Statute and tort liability statutes continue to apply.	Employee is entitled to continue coverage under Federal retirement, life insurance, and health benefits plans. IC continues making employer contributions. By agreement, the outside organization may reimburse NIH for its contributions. Coverage under the Federal Employees Compensation Act continues. The Federal Tort Claims Statute and tort liability statutes continue to apply.
7. Supervision	Employee receives work assignments and supervision from non-Federal organization official. An	Employee receives work assignments and supervision from non-Federal

	assigned IC supervisor maintains leave records and approves overtime.	organization official. An assigned IC supervisor maintains leave records.
8. Applicable Laws and Regulations	Federal regulations and NIH policies and procedures will be followed in taking any personnel actions including disciplinary or adverse actions.	
9. Conflict of Interest and Political Activity	Federal statutes and regulations, HHS and NIH policies pertaining to conflicts of interest and prohibited political activities apply to employees on temporary assignments, and in adhering to and gaining approval of requests for outside work/activities.	

Appendix 2. Assignment of Non-Federal Employees to NIH:

ASSIGNMENT OF NON-FEDERAL EMPLOYEES TO NIH		
PROVISIONS	NON-FEDERAL EMPLOYEE DETAIL	NON-FEDERAL EMPLOYEE APPOINTMENT
1. Status	Assignees from non-Federal organizations must have been employed by the organization in a permanent position for at least 90 days prior to the approval of the IPA agreement. The Agreement for a non-Federal employee who does not relocate to a NIH facility must clearly state the reason for remaining at the organization and include a plan for supervising the duties of the employee, including some face-to-face interaction to insure performance of the duties.	

	<p>Detailees continue to be employed by their non-Federal organization.</p>	<p>Employee is on leave without pay from non-Federal organization. He/she receives an NIH temporary appointment in the excepted service under authority of 5 USC 3374. Before appointing an assignee to a SES position, an SES limited term authority must be obtained through HR Bethesda Center, CSD, SPT. This authority allows an initial appointment of two (2) years and may be extended no more than 2 additional years</p>
<p>2. Length of Assignment</p>	<p>Initial assignment for up to 2 years with extension for up to 2 additional years. After 4 continuous years employee must return to permanent organization for 12 months. (Successive assignments without at least a 60-day break, will be regarded as continuous service.) No limitation on total length of assignments for non-Federal assignees.</p>	
<p>3. Work Schedules</p>	<p>Detailees have the same hours of duty as those of NIH employees and are eligible to participate in alternative work schedules. The work schedule (full-time, part-time, intermittent) must be documented in the Agreement. Exception: If the permanent organization's normal workweek is less than the Federal workweek, appropriate adjustments should be made</p>	<p>Employee follows Federal laws and regulations related to hours of duty and observes Federal holidays. Hours of duty are set by the appointing IC.</p>

<p>4. Leave</p>	<p>Detailees are covered by the leave system of the permanent organization. The use of leave is approved by the IC supervisor and reported to the permanent organization as prescribed by the Agreement. Detailees are entitled to observe Federal holidays as well as the holidays documented in the Agreement as generally observed by the non-Federal organization</p>	<p>Employee follows Federal laws and regulations related to annual and sick leave accumulation and use.</p>
<p>5. Supervision</p>	<p>The supervision of a non-Federal employee who does not relocate to a NIH facility must be clearly documented on the assignment agreement and include some face-to-face interaction to insure performance of the duties.</p>	
	<p>Detailees receive work assignments and supervision from an NIH official.</p>	<p>Employee receives work assignments and supervision from an NIH official.</p>
<p>6. Employee Benefits</p>	<p>Detailees are not eligible for coverage under</p> <ul style="list-style-type: none"> - Federal retirement system, - life insurance, - health benefits plans, <p>or, the incentive award program governed by 5 USC 45.</p> <p>They are covered by the Federal Tort Claims and any other Federal tort liability statute, and are eligible for benefits under the Federal Employees Compensation Act.</p>	<p>The employee generally is not eligible for coverage under the Federal retirement system and life insurance plans. However, he/she may be enrolled in the Federal health benefits plan if the NIH appointment results in loss of coverage under the outside organization's plan. If the employee retains eligibility under the organization's life, retirement, and health plans, but the organization fails to continue its contributions on behalf of the</p>

		<p>employer, the IC may by agreement pay the employer's share of the cost of these plans.</p>		
<p>7. Pay</p>	<p>ICs may not reimburse indirect or administrative costs associated with the IPA assignment. Other prohibited costs include reimbursement/payment for tuition credit, office space, staff support, furnishings, and computer time.</p>	<table border="1"> <tr> <td data-bbox="626 814 956 1417"> <p>Detailees generally receive no salary payment from NIH. Exception: Detailees assigned to a classified position are entitled to earn the basic rate of pay, including locality pay, of that position. If the non-Federal salary is less than that of the minimum rate of the Federal position the IC must supplement the Detailee's salary to make up the difference.</p> </td> <td data-bbox="959 814 1325 1417"> <p>Employee receives a salary from NIH in the amount appropriate to the position assigned. Premium pay may be paid in accordance with Federal laws and regulations. The employee is eligible for a within-grade increase after one (1) year, if salary is within the first tercile of the GS grade level.</p> </td> </tr> </table>	<p>Detailees generally receive no salary payment from NIH. Exception: Detailees assigned to a classified position are entitled to earn the basic rate of pay, including locality pay, of that position. If the non-Federal salary is less than that of the minimum rate of the Federal position the IC must supplement the Detailee's salary to make up the difference.</p>	<p>Employee receives a salary from NIH in the amount appropriate to the position assigned. Premium pay may be paid in accordance with Federal laws and regulations. The employee is eligible for a within-grade increase after one (1) year, if salary is within the first tercile of the GS grade level.</p>
<p>Detailees generally receive no salary payment from NIH. Exception: Detailees assigned to a classified position are entitled to earn the basic rate of pay, including locality pay, of that position. If the non-Federal salary is less than that of the minimum rate of the Federal position the IC must supplement the Detailee's salary to make up the difference.</p>	<p>Employee receives a salary from NIH in the amount appropriate to the position assigned. Premium pay may be paid in accordance with Federal laws and regulations. The employee is eligible for a within-grade increase after one (1) year, if salary is within the first tercile of the GS grade level.</p>			
<p>7. Pay -- By Outside Organization</p>	<p>By Agreement the IC may reimburse the outside organization for all, none, or any part of the Detailee's pay. (Pay may not include cost of employer contribution to employee benefit programs.)</p>			

	<p>Maximum Payable Salary: There is no maximum payable salary associated with IPAs.</p> <p>Detailee continues to receive salary payment from permanent organization (cost-sharing agreement may allow for reimbursement). Employer contributions to Employee Benefit Programs are paid by the non-Federal organization.</p>	<p>Employer share of benefits cost continues to be paid by the non-Federal organization.</p>
<p>8. Conflict of Interest and Political Activity</p>	<p>IPA assignees are subject to Federal statutes and regulations on conflict of interest, suitability, and conduct, including restrictions on political activity.</p>	

HHS Modifications to OPM's Optional Form (OF) 69

Assignment Agreement
Title IV of the
Intergovernmental Personnel Act of 1970
(5 U.S.C. 3371 - 3376)

Instructions

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government", when appearing on this form, refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, one copy of this form must be sent to:

Office of Intergovernmental Personnel Programs
 Office of Personnel Management
 Room 7H39
 1900 E Street, N.W.
 Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's Regional office.

PART 1 - NATURE OF ASSIGNMENT AGREEMENT

1-A. Origin of Assignment Agreement

- New Agreement
- Modification of existing agreement
- Extension of existing agreement
- Modification and Extension of existing agreement

1-B. Category of Assignment Agreement

- Regular purpose assignment as defined in HHS 334-1-30C
- Special purpose assignment as defined in HHS-1-30D with total time of assignment and extensions limited to 4 consecutive years
- Special purpose assignment as defined in HHS 334-1-30D which may be extended beyond 4 years as provided in P.L.98-146

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (*Last, First, Middle*)

3. Social Security Number

4. Home Address (*Street, City, State, ZIP Code*)

5-A. Has assignee served on a previous IPA assignment?

Yes (complete 5-B) No (omit 5-B)

5-B. Dates of previous IPA assignment(s):

FROM: TO:

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (*List office, bureau or organizational unit which is party to the agreement*)

7. Eligible Non-Federal Co-Sponsor

8. Is assignment being made through a faculty program?
 If yes, give name of program.

Yes No

PART 7-POSITION DESCRIPTION

22-A. Unclassified duties described below approximate level of difficulty of duties of permanent assignment:

22-B. A classified description of duties is attached for:

LWOP/appointment assignment

detail assignment significantly different from duties of permanent assignment

PART 8-EMPLOYEE BENEFITS

23. Rate of Annual Basic Pay: \$ _____
(12 mos.)

25-A. Annual leave benefits for which assigned employee is eligible:

24. Special Pay Conditions:

Routine adjustments in salary (applying to all employees, or to individual employees after a prescribed length of service, or as a merit pay adjustment for this assignee) and benefit costs will be reported on quarterly or other periodic billing between co-sponsors and shared at the established cost-sharing ratio for that category without a revision of this agreement document.

25-B. Sick leave benefits for which assigned employee is eligible:

25-C. Official authorized to approve annual or sick leave:

25-D. Periodic time and attendance reports to be provided by telephone, and written confirmation

to follow:

Every: _____

(not applicable)

25-E. Co-Sponsor officials designated to communicate time and attendance information:

Other:

Designated Reporter

Designated Report Receiver

Name:

Title:

Telephone:

Address:

25-F. Determination of post-assignment financial adjustment for annual leave accrued versus annual leave used:

Employer co-sponsors agree that assignee will accrue and use annual leave as needed with no post-assignment financial adjustment

Employer co-sponsors agree that post-assignment settlement for annual leave accrued versus annual leave used will be made (see Exhibit 334-1-C)

PART 9-FISCAL OBLIGATIONS

26. Determine the relative benefit accruing to each co-sponsoring organization based on the Assignment Purposes listed below. Place a number in the boxes under the beneficiary as follows:

-2- Principal Purpose(s)

-1- Lesser Purpose(s)

-0- Not Applicable

PRINCIPAL PURPOSES OF THE ASSIGNMENT	FEDERAL	NON-FEDERAL
Developmental Opportunity for Assignee (benefits sending co-sponsor)		
Supports Agency Mission (benefits sending co-sponsor)		
Supports Government-wide Initiatives (benefits Federal co-sponsor)		
Strengthens Intergovernmental Relations (benefits both)		
Meets Temporary Need for Skilled Personnel (benefits receiving co-sponsor)		
Share Scarce Expertise (benefits receiving co-sponsor)		
Assists in the Transfer of new Ideas and Technology (benefits receiving co-sponsor)		
Other (Please state)		

COMPUTE BENEFIT RATIO

TOTALS (A) _____ (B) _____

On the basis of 100% determine what percentage of the benefits from the assignment will be received by each co-sponsoring organization (e.g., Federal 40%/Non-Federal 60%):

- Add (A) to (B) = (C) _____
- Divide A by C = _____% Benefit to Federal
- Divide B by C = _____% Benefit to Non-Federal

27-A. Cost-Sharing of Salary and Allowable Expenses
(At rates of first day of assignment/extension)

	Total Costs	Federal Share	Total Non-Federal Share	Ratio
*Annual Salary (or monthly salary annualized)	\$	\$	\$	/
*Annual Employee Benefit Costs (retirement, etc.)	\$	\$	\$	/
Total Annualized Salary & Benefit Costs	\$	\$	\$	/
**Length of Assignment Multiplier		X		
Salary and Benefit Cost over Assignment Period	\$	\$	\$	/
***Federally Authorized Relocation Expenses	\$	\$	\$	/
Pre-Assignment Calculation of Assignments Cost	\$	\$	\$	/

Salary and benefit cost are arbitrarily those as of the first day of the proposed assignment or extension (adjustments for changes in pay and benefits during assignment are recorded in Block 24).

** Examples: 2 year would be: **X 2** 8 months would be: X .67 1 full year would be: **X 1**

*** Return trip costs at end of assignment are arbitrarily those of initial relocation unless a different method of return is planned (exclude expected job related travel expenses during assignment period which assignee will bill to gaining co-sponsor in the same manner as other employees of the gaining co-sponsor)

27-B. Determination of Need for Variance Approval

Federal

Non-Federal

Benefit Ratio (last line from Block 26)

_____ / _____

Cost-Sharing Commitments (last line from Block 27-A.)

_____ / _____

Federal costs are the same or less than the estimated Federal benefit (go to block 27-D)

Federal costs exceed the estimated Federal benefit

variance approval not required for Special Purpose Assignment as defined in HHS 334-1-30D (go to Block 27-D)

justification for variance

27-C. Benefit Ratio/Cost-Sharing Ratio Variance Approval

required (see 45)

not required

27-D. Officials responsible for carrying out financial terms of agreement:

Federal

Non-Federal

Name:

Title:

Telephone:

Address:

27-E. Frequency and method by which co-sponsors will bill and pay costs to be shared:

PART 10-CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

28. Applicable Federal, State or local conflict of interest laws have been reviewed with the employee to assure that conflict of interest situations do not inadvertently arise during this assignment.

29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11-OPTIONS

30. Federal Benefits Options	Required	Elected	Declined	Not Applicable
A. Federal Employees Group Life Insurance (FEGLI)				
Basic Coverage				
Option A				
Option B _____x1 _____x2 _____x3 _____x4 _____x5				
Option C				
B-1. Federal Civil Service Retirement				
B-2. Federal Withholding for Medicare Only (Federal employees)				
B-3. Payroll Withholding for (all) Social Security Programs				
C. Federal Employee Health Benefits				
D. TOTAL Federal Government Employer Costs (to be carried to Block 27-A, line 2, first column)			\$ _____	

31. Non-Federal Benefit Options	Pay Period Cost (to employer)	Annualized Costs (to employer)
---------------------------------	----------------------------------	--------------------------------

TOTAL (to be carried to Block 27-A, line 2, first column) \$ _____

32. Other Benefits (*Indicate any other employee benefits to be made part of this agreement*)

PART 12-TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33-A. Travel and transportation expenses (including movement of household goods) to and from the assignment, or per diem allowances in lieu of movement of household goods; how expenses will be billed and paid or reimbursed:

TOTAL Allowable Costs (to be carried to Block 27-A, line 5, first column) \$ _____

33-B. Other travel, transportation, meeting or conference attendance cost, etc. for which assignee will be supported or reimbursed, and which co-sponsor will reimburse or support during period of assignment (guaranteed to assignee but NOT cost-shared by co-sponsors)

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- Yes
- Yes with exceptions attached
- A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
 - B. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
 - C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
 - D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
 - E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*
 - F. Sections C and E (left blank above) have been determined to be non-applicable by intent of Congress under P.L.93-638 and P.L.98-146 that obligation of employee to return to Federal Government employment following IPA assignment does not apply to HHS employees serving assignments with Indian tribal organizations to implement the self-determination objectives of P.L.93-638.
 - G. Assignee (on Regular Purpose Assignment) agrees to complete Exhibit 334-1-F (Post-Assignment Evaluation) after conclusion of the assignment.
 - H. Federal employee on assignment to Indian tribal organization to implement self-determination objectives of P.L.93-638 is exempt from RIF during assignment as provided in HHS-351-1-70.
 - I. Federal employee on assignment to non-Federal organization other than Indian tribal organization understands any organization RIF during assignment will apply in the same manner as if employee were not on assignment.

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

35. In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies applicable.

Signature of Assignee

Date

PART 15- CERTIFICATION OF APPROVING OFFICIALS

36. Federal Supervisor's Commitment (for regular purpose assignments only)

In signing this agreement, I certify that I understand and will comply with the requirements upon Federal supervisors both during the assignment period and during the post-assignment evaluation period which will follow.

Signature of Federal Supervisor

Date

37. Certification of Recommending Operating Division Official

The Operating Division endorses all terms provided in this agreement. (If a non-Federal employee on leave without pay is being appointed to a Federal position, I certify that the assignee's skills are not available among present employees of the Operating Division or among former employees on a Reemployment Priority List for the commuting area of the assignment.

Signature of Operating Division Endorsing Official

Date

38. Title: _____

39. Certification of Authorizing Non-Federal Official

40. Certification of Authorizing Federal Official

In signing this agreement we certify that the description of duties is current and fully and accurately describes those of the assigned employee, that this assignment is being entered into (or extended) for a sound, mutually beneficial, public purpose and not solely for the employee's benefit, and that at the completion of the assignment, the participating employee will be returned to the position occupied at the time this agreement was entered into or a position of like seniority, status, and pay unless the employee must be subject to reduction-in-force (RIF) procedures:

Signature of Authorizing Non-Federal Official

Signature of Authorizing Federal Official

41. Date of Signature: _____

42. Date of Signature: _____

43. Typed or Printed Name and Title

44. Typed or Printed Name and Title

Signature

Signature

45. Signature of ADDITIONAL APPROVING OFFICIAL:

required

not required

Signature

Date

Typed or Printed Name and Title

Privacy Act Statement

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, Local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

Certification:

I endorse all terms provided in this agreement. I certify that this assignee's skills are not available among present employees of the ICD or among former employees on the Reemployment Priority List and that this agreement is being entered into for a sound, mutually beneficial, public purpose and not solely for the employee's benefit.

Signature of Human Resources Officer

Date

Certification of the Office of Human Resources, NIH:

In signing this agreement, I certify that I have reviewed this agreement and find that it meets all legal and regulatory policies and procedures governing the IPA mobility program.

Director of Human Resources

Date

Exhibit 334-1-H
 Personnel Manual
 HHS Transmittal

EXTENSION OF ASSIGNMENT AGREEMENT
 UNDER THE INTERGOVERNMENTAL PERSONNEL ACT
 (Numbered Items match Initial Agreement Information Blocks)

Assignee's Name _____ 3. Social Security # _____
 Federal Agency Co-Sponsor _____
 Non-Federal Agency Co-Sponsor _____

5.A. Previously Approved Assignment Period: From: _____ To: _____
 5-B. Proposed Period for Extension: From: _____ To: _____

1-B. Reason assignment was not completed in initially approved period: why extension is proposed:

27-A. Cost-Sharing of Salary and Allowable Expenses (at rates of first day of assignment/extension)	Total Costs	Federal Share	Non-Federal Share	Ratio
*Annual Salary (or monthly salary annualized)	\$	\$	\$	/
*Annual Employee Benefit Cost (retirement, etc.)	\$	\$	\$	/
Total Annualized Salary & Benefit Costs	\$	\$	\$	/
**Length of Assignment Multiplier				
Salary and Benefit Cost over Assignment Period	\$	\$	\$	/
***Federally Authorized Relocation Expenses	\$	\$	\$	/
Pre-Assignment Calculation of Assignment Cost	\$	\$	\$	/

Salary and benefit cost arbitrarily those as of the first day of the proposed extension (adjustments for changes in pay and benefits during the extension period are prescribed in Block 24 of the initial agreement unless modified in Item #32-B)

* Example: 2 year would be: X 2 8 months would be: X .67 1 full year would be: X 1

**Return trip expenses to be based on costs as of the first day of the extension period

7-B. Demonstration of Need for Variance Approval Federal Non-Federal
 Fit Ratio (last line from Block 26 of Initial agreement) _____/_____
 Cost-sharing Commitments of Extension (last line of Item 27-A above) _____/_____
 Federal costs are the same or less than estimated Federal benefit (go to Item #32-B)
 Federal costs exceed estimated Federal benefit
 Variance approval not required as explained in Block 27-B of Initial agreement
 Justification for variance explained in Block 27-B of Initial agreement
 Other justification:

7-C. Benefit Ratio/Cost-Sharing Ratio Variance Approval: required (Item 45) not required

2-B. All other terms of the previously approved agreement remain the same except as noted below:

CERTIFICATION AND CONCURRENCE: The mutual benefits described in the initial agreement for both the Federal and non-Federal co-sponsors are expected to continue through the extension period:

 35. Signature of Assignee Date / /

 37. Signature of OPDIV Endorser Date / /
 38. Title _____

 39. Signature of authorizing Non-Federal Official 41. Date / /

 40. Signature of Authorizing HHS Official 42. Date / /

43. Typed or Printed Name and Title:

44. Typed or Printed Name and Title:

45. Signature of ADDITIONAL APPROVING OFFICIAL: required not required

 Signature Date / /

 Typed or Printed Name and Title

NIH Intergovernmental Personnel Act Program Checklist – Appendix 5

1. Employee Name:

- Federal Employee** **Non-Federal Employee > 90 days in a Career position**
- Career/career conditional
- Career SES
- Equivalent Excepted Service
- Presidential Management Intern

If no, **STOP** HERE. The individual is **not eligible** for the IPA program.

2. IC

3. Non-Federal Organization: (Name and Address)

State or local government, accredited U.S. 4-year college or university, or technical/junior college, Indian tribal organization, federally funded R&D center, or a non-profit public organization

If no, **STOP** HERE. The organization is **not eligible** for the IPA program.

3.a. If the organization is a non-profit organization, is it certified? Yes No

If no, **STOP** HERE. Request organization's letter of certification **or** articles of incorporation, bylaws, and IRS non-profit statement and forward to OHR/DWM for review, Bldg. 31, Room B3C08.

If no, **STOP** HERE. The organization is **not eligible** for the IPA program.

4. Assignment Type: Detail Appointment

5. Is the assignment adequately described? Yes No
a. Does it meet one or more program objectives? Yes No

6. Duty Station: NIH _____ Other _____ Duty station location:

7. Work Schedule: Full-time _____ Part-time _____ Intermittent _____

8. Dates of Appt./Ext. New _____ Ext 1 _____ Ext 2 _____

9. Total Amount of Service on IPA to date _____ Years _____ Months

a. Has the employee worked on an IPA assignment for 4 consecutive years?

Yes _____ No _____

If Yes, **STOP** HERE. They must return to their home organization for at least 12 months. You **may not proceed** with this assignment.

10. Will this proposed assignment exceed the 6-year limitation for the NIH employee?

Yes _____ No _____

If Yes, **STOP** HERE. You may **not proceed** with this assignment.

11. Are all appropriate signatures present? Yes _____ No _____

12. Was the agreement approved before the agreement began? Yes _____ No _____

13. What percentage of salary and compensation is NIH paying? _____% of Salary
_____ % of Compensation

14. Do the costs to NIH exceed the benefit NIH is receiving? If so, is a justification provided? Yes _____ No _____

15. If detailed from NIH, is salary the same as the assignee's regular pay? Yes _____ No _____

16. Are there any inappropriate benefit reimbursements (i.e., tuition)? Yes _____ No _____

(Reviewer's Name) (Date)